

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

In re:)
)
INTERSTATE UNDERGROUND) **No. 21-40834**
WAREHOUSE AND INDUSTRIAL) **Chapter 11**
PARK, INC.)
)
Debtors.)

**STIPULATION FOR ADEQUATE PROTECTION
WITH FORD MOTOR CREDIT COMPANY LLC**

Debtor Interstate Underground Warehouse and Industrial Park, Inc. (“Interstate”), through counsel Erlene W. Krigel of Krigel & Krigel, P.C, and Creditor Ford Motor Credit Company LLC (“Ford Credit”), through counsel Austin B. Hayden, McNeilePappas PC, stipulate to adequate protection of Ford Credit’s interest in certain personal property, and stipulate to the treatment of such personal property in any plan of reorganization in this matter, as follows:

1. The Debtor filed for relief under Chapter 11 of the Bankruptcy Code on July 1, 2021, and since that date has been operating as a Debtor-in-Possession.

2. Debtor and Ford Credit are counterparties to two Retail Installment Contracts (the “Contracts”) for the purchase by Debtor of certain vehicles, which purchase were financed by Ford Credit.

3. The Contracts are identified by Ford Credit as follows:

- (a) Loan # 57705728:
 - i. Term: 60-month loan beginning 6/8/19 and last payment due on 5/8/24
 - ii. Monthly Payments: 59 payments of \$593.82 and 1 final payment of \$593.35
 - iii. Payoff (at filing): \$20,783.23 at 0%
 - iv. Collateral: 2019 Ford Edge (VIN: 2FMPK4J9XKBB61451)
 - v. Value: \$34,600 per NADA
- (b) Loan # 57405993:
 - i. Term: 60-month loan beginning 2/27/19
 - ii. Monthly Payments: \$435.66
 - iii. Payoff (at filing): \$11,932.29 at 9.59%
 - iv. Collateral: 2019 Ford Transit (VIN: NM0LS7E28K1396022)
 - v. Value: \$21,850 per NADA

4. Debtor agrees to include such terms and conditions of this Stipulation in any Plan of Reorganization it may promulgate. Ford Credit agrees to vote for approval of any such Plan of Reorganization that substantially includes the terms and conditions of this Stipulation with respect to the Contract. Further, the terms and conditions of this Stipulation will be binding on any successors or assigns of Ford Credit or Debtor.

5. Debtor and Ford Credit hereby stipulate that the Debtor will make monthly adequate protection payments to Ford Credit and propose in any Plan of Reorganization the following treatment for the claims possessed by Ford Credit related to the Contracts:

- (a) In full satisfaction of Ford Credit's secured claim, Debtor shall pay Ford Credit the Minimum Payments referenced in Paragraphs 3(a)(ii) and 3(b)(ii) for the remainder of each Term referenced in Paragraphs 3(a)(i) and 3(b)(i). The Debtor may prepay the amounts due to Ford Credit pursuant to this Stipulation at any time, without penalty.
- (b) Upon full payment of the amounts described in this Stipulation, Ford Credit shall release any lien it has on the Collateral, and will represent and warrant that the Equipment is free and clear of all liens or encumbrances arising by or through Ford Credit. Other than these representations and warranties, Ford Credit makes no representations or warranties (other than as set forth herein) either express or implied, with respect to any aspect of the Collateral, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- (c) Until full payment of the amounts described in this Stipulation, Ford Credit shall retain all interests, liens and encumbrances it has in the Collateral
- (d) Prior to the confirmation of any Plan of Reorganization of Debtor, all payments received by Ford Credit pursuant to this Stipulation shall be deemed to constitute adequate protection payments pursuant to 11 U.S.C. §363, and all such payments shall be credited to the amounts due to Ford Credit hereunder and under any Plan of Reorganization;
- (e) All amounts paid pursuant to this Stipulation or the Contracts shall be paid by delivering the amounts due, on or before the date due to Ford Credit at: Ford Motor Credit Company, PO Box 552679, Detroit, MI 48255-2679 (include the account numbers on all checks – 57705728 and 57405993);
- (f) Except as specifically amended by this Stipulation, the terms and conditions of the Contracts shall remain in full force and effect, including but not limited to Debtor's obligations to make any further payments or take any further actions required by the Contracts, such as the payment of taxes and insuring the Collateral.

6. If, prior to confirmation of any Plan of Reorganization, Debtor shall fail to make any payment as provided in this Stipulation, or otherwise fail to materially comply with the terms of the Stipulation or the Contracts, Debtor shall be in default pursuant to this Stipulation. Upon such default, Ford Credit may provide a Notice of Default, in writing, to Debtor's counsel. Such Notice of Default may be provided by e-mail transmission. If the default is not cured within 10 days of the date set forth on the Notice of Default, Ford Credit shall have relief from stay pursuant to 11 U.S.C. §362(d) with respect to the Collateral subject to the Contracts without any further action on Ford Credit's behalf or any further notice to the Debtor.

7. The Debtor shall seek Court approval of this Stipulation, including sending out any required notice as part of the Debtor's bankruptcy action. Notwithstanding any efforts to seek approval of this Stipulation, the Debtor shall make all required pre-confirmation payments, as required pursuant to this Stipulation.

8. Nothing in this Stipulation will be deemed to affect, alter or amend the obligations of any guaranties of the Contracts, whereby a person or entity has guaranteed the obligations of Debtor to Ford Credit, including but not limited to such guarantors remaining liable for any amounts due and owing pursuant to the Contracts, and Ford Credit shall have the right to enforce such guaranties notwithstanding this Stipulation and may recover all amounts due pursuant to the Contracts from such guarantors. The rights and defenses available to such guarantors, whatever they may be, are unaffected by the terms of this Stipulation.

9. Debtor and Ford Credit acknowledge and agree that the amounts being paid by Debtor pursuant to this Stipulation represent a compromise and reduction of the amounts actually due pursuant to the Contracts and do not and will not satisfy all amounts due and owing pursuant to the terms of the Contracts. Ford Credit is therefore entitled to seek to recover any amounts owed pursuant to the Contracts, but not paid pursuant to this Stipulation, through any means allowed by agreement or law. Such means may include, but are not limited to, pursuing any guaranties of the Contracts as set forth above, and asserting a proof of claim in this bankruptcy action (with such claims representing unsecured debt). Further, in the event Ford Credit ever takes possession of the Collateral subject to the Contracts and disposes of such Equipment, Ford Credit may apply any proceeds of such disposition to the entire amount due pursuant to the Contracts, and not to the amounts due pursuant to this Stipulation.

MCNEILEPAPPAS PC

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ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the above and foregoing was sent electronically by e-mail on November 1, 2021 to all parties receiving electronic notification.

/s/ Erlene W. Krigel
Erlene W. Krigel Mo. Bar #29416